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RECENT CASES

ACCESSION—DOCTRINE—EFFECT OF.—BLACKWOOD TIRE & VULCANIZING CO. v. AUTO STORAGE CO., 182 S. W. (Tenn.) 576.—*Held*, where the purchaser of an automobile, title to which was retained by the seller, fitted the machine with tire casings and the seller on nonpayment retook the machine, title to the tire casings passed to the seller, the seller of the casings not having retained title, for such is the rule of accession, which denotes the right of the owner of corporeal property to any increase thereof from any cause either actual or artificial.

The case carries the doctrine of accession too far. Tire casings are very easily detached. Such easily distinguishable appliances to machinery may be detached if done without injury to the principal thing. *Alley v. Adams*, 44 Ala. 609. Nor does the doctrine of accession apply in chattel mortgages or conditional sales where new parts of machinery replace those worn provided they are readily distinguishable and can be removed without damage to the whole. *Fowler v. Hoffman*, 31 Mich. 215. Ordinary repairs upon a personal chattel become a part thereof by accession, but if easily separable and capable of being distinguished from the articles to which they have been added, the rule is otherwise. 1 Cyc. 226; 1 R. C. L. 119; *Clark v. Wells*, 45 Vt. 4. It is held that a mortgage upon a stock of merchandise attaches only to such as was in stock and not to that added by purchase. *Godfrey & Son Co. v. Citizens' National Bank*, 64 Nebr. 477. Similarly where there has been substitutions of one press for another in a printing establishment, the one under the original mortgage being set aside. *Vinall v. Hendricks*, 33 Ind. App. 413. The principal case extends the doctrine beyond the limits set down by prior cases.

A. S. B.

CARRIERS—NOTICE OF CLAIMS FOR DAMAGE TO LIVESTOCK—EFFECT OF TIME LIMITATION AS TO RECOVERY FOR INJURIES SUBSEQUENTLY APPEARING.—BROADHEAD v. ATCHISON, T. & S. F. RY. CO., 155 PAC. (KAN.) 20.—Due to defendant's negligent delay, plaintiff's shipment of cattle was temporarily unloaded, enroute, into pens then being disinfected by order of the Bureau of Animal Industries. For injury to the cattle by the dipping and the rough treatment incidental thereto, plaintiff brought suit without having given notice as required by the contract providing that as condition precedent to recovery some officer of the company must be notified in writing before removal or slaughter of the stock, or intermingling with other stock. Verdict for plaintiff, both as to injuries apparent on arrival of the cattle at destination, and injuries developing later. Defendant appealed. Reversed and remanded. *Held*, that written notice, before removal, was not required as to damages apparent on delivery, but was required as to damages thereafter appearing. West, J., *dissents*.

In general, a stipulation in the contract of shipment that as a condition precedent to recovery of damages, written notice of claim must be